4357

BILL NO. S-79-01-06

SPECIAL ORDINANCE NO. S-17-79

AN ORDINANCE approving a contract between Community Development and Planning's Neighborhood Care Division and the Fort Wayne Urban League.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract, dated January 1, 1979, between the City of Fort Wayne, Indiana, by and through its Mayor and Community Development and Planning's Neighborhood Care Division and the Fort Wayne Urban League, for:

administration of the Innovative Grant No. B-76-51-18-001, known as Cooperative Parenting Concept,

all as more particularly set forth in said contract which is on file in the office of Community Development and Planning and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be effective upon passage and approval by the Mayor.

Vivian G. Schmidt
Councilman

Read the first time in full and on motion by J. Schmidt, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on Finance (and ~~the City Plan Commission for recommendation~~) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19__, at _____ o'clock _____ M., E.S.T.

DATE: 1-9-79

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by D. Schmidt, seconded by Stier, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9	0			
BURNS	X				
HINGA	X				
HUNTER	X				
MOSES	X				
NUCKOLS	X				
SCHMIDT, D.	X				
SCHMIDT, V.	X				
STIER	X				
TALARICO	X				

DATE: 1-23-79

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (~~GENERAL~~) (ANNEXATION) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (RESOLUTION) No. S-1-79 on the 23rd day of January, 19 79.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Winfield C. Moses Jr.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of January, 19 79, at the hour of 11:30 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 24th day of January, 19 79, at the hour of 4:00 o'clock P M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-79-01-06

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance approving a contract between Community Development and Planning's Neighborhood Care Division and the Fort Wayne Urban League

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance do PASS.

VIVIAN G. SCHMIDT - CHAIRMAN

WILLIAM T. HINGA - VICE CHAIRMAN

JAMES S. STIER

JOHN NUCKOLS

DONALD J. SCHMIDT

Vivian G. Schmidt
William T. Hinga
James S. Stier
John Nuckols
Donald J. Schmidt

CONCURRED IN
DATE 6-23-79 CHARLES W. WESTERMAN, CITY CLERK

CITY OF FORT WAYNE

CONTRACT FOR

PROFESSIONAL AND TECHNICAL SERVICES

PART I

THIS AGREEMENT, entered into this first day of January, 1979, between the City of Fort Wayne, Indiana by and through its mayor and the Department of Community Development and Planning (hereinafter referred to as "The City") and the Fort Wayne Urban League, Inc. (hereinafter referred to as "The Agency"),

WITNESSETH:

WHEREAS, The City of Fort Wayne has, entered into an agreement with the Department of Housing and Urban Development to implement and administer Innovative Grant No. B-76-51-18-001, known as Cooperative Parenting Concept; and

WHEREAS, pursuant to such an agreement, the City desires to engage the Agency to render certain technical advice and assistance in connection with such undertaking.

NOW THEREFORE, the parties do mutually agree as follows:

1. A detailed plan will be submitted for approval to the Special Projects Coordinator of the Division of Neighborhood Care of the Department of Community Development and Planning of the City of Fort Wayne. The plan will be submitted by the Fort Wayne Urban League, Inc. The plan will contain the following (information):

A. Selection

The plan will outline the criteria to be used to generate possible participants, to screen candidates for final selection, and to select final pairings of participants.

B. Orientation:

The plan will outline how the Agency will orient participants to the program and to the problems involved in a cooperative living arrangement. Part of the orientation process will involve the financial arrangements with Neighborhood Care, Inc.

C. Counseling

The plan will outline the type of counseling available to participants, the frequency with which such counseling will occur, and other aids the agency can offer participants if necessary.

D. Final Evaluation

The content and form of the final evaluation will be determined by the Agency, the City, and the Department of Housing and Urban Development. The plan, submitted by the Agency, will outline the information that will be collected by the Agency over the course of the program. The Agency will be responsible to select an independent Evaluator in compliance with the provisions of the said grant, to provide said evaluation with whatever information, reports, or data required and to cooperate with said evaluator in the independent evaluation.

2. Progress Assessment:

The Agency shall file written reports , at least on a monthly basis, regarding progress, problems, and status of the program. The reports shall contain the type of counseling utilized by each participant and number of hours of counseling provided by the Agency.

A quarterly report will also be made which will contain similar information as the monthly report, but will also contain an evaluation of the three different housing units. The evaluation should state which unit is best meeting the purposes and goals of the program, as well as an objective analysis of which type unit best benefits the participants.

The Agency staff and the Community Development and Planning staff will be available for meetings or discussions on problems and progress of the project.

All data and information collected by the Agency relative to the program will be available to the City at any time during the course of the project. All participants in the program may be interviewed by the City at any time.

3. Administration of the Project

Upon approval of the plan by the City, the Agency shall perform all functions and provide all technical advice, assistance, and counseling necessary to the performance of that plan and the project.

4. Responsibilities of the City:

Basically, the responsibilities are related to the housing needs of the participants. These responsibilities can be divided into five areas:

a. Purchase of Units - the City shall provide three houses.

b. Design of Duplexes - The City is responsible for seeing that the design of the three houses conforms to the Innovative Grant application No. B-76-51-18-001.

c. Rental Agreement with Participants - the City is responsible for the development of a rental agreement which contains necessary arrangements regarding utilities, rent, maintenance, etc.

d. Reimbursement - The City shall pay the agency for performance of the functions and provisions of the services provided by it under the approved plan as follows:

1. The agency will be paid $7 per hour for time expended by its employees in the performance of the marketing, orientation and counseling services.

2. The Agency will be reimbursed for all reasonable and necessary expenses of transportation at the rate of 15¢ per mile.

3. The Agency will be paid $10 per hour for time expended for reasonable and necessary administrative services required under the terms of the plan and the project.

4. The Agency will be paid $50 per month, up to a maximum of 15 months, during which time it is performing services required by the plan.

5. The Agency will be reimbursed the actual, reasonable, and necessary expense of the independent third party evaluator required by the project.

6. In no event shall the total payments made by the City to the Agency exceed the sum of $15,000.

e. The Agency shall submit monthly a itemized claim voucher with such supporting information as the City may require, requesting payment to the Department of Community Development and Planning. Unless written objection is given, payment will be made within two weeks of receipt of the invoice.

f. The City is responsible for the reporting of progress of the program to Housing and Urban Development and seeing that all necessary regulations are followed. All federal, state and lcoal regulations and laws to which the City is obligated in the performance thereof are also the obligations of the agency agreeing hereto.

5. Time of Performance - the services of the Agency are to commence on written notice of the City and shall be undertaken and completed fifteen months from that date.

6. Termination of Contract for Cause:

If, through any cause, the Agency shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Agency shall violate any of the covenants, agreements, or stipulations of the Contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Agency of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, computer programs, data, studies, and reports prepared by the Consultant under this contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any satisfactor work completed on such documents.

Notwithstanding the above, the Agency shall not be relieved of liability to the City for damages sustained by the Agency and the City may withhold any payments to the Agency for the purpose of setoff until such time as the exact amount of damages due the City from the Agency is determined.

7. Changes - The City may request changes in the scope of services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Agency's compensation, which are mutually agreed upon by and between the City and the Agency shall be incorporated in written ammendments to this Contract.

8. Personnel -

a. The Agency represents that he has, or will, secure at his expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

b. All the services required hereunder will be performed by the Agency or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

9. Equal Employment Opportunity - During the performance of this Contract, the Agency agrees as follows:

a. The Agency will not discriminate against any employee or applicant for employment because of religion, race, creed, color, sex, age, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their religion, race, creed, color, sex, age, or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. The Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Agency, state that all qualified applicants will receive consideration for employment without regard to religion, race, creed, color, sex, age, or national origin.

10. Discrimination Because of Certain Labor Matters - No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceedings or has testified or is about to testify in any proceeding under or relating ot the labor standards applicable hereunder to his employer.

11. Compliance with Local Laws - The Agency shall comply with all applicable laws, ordinances, and codes of the State and local government, and shall commit no tresspass on any public or private property in performing any of the work embraced by this Contract.

12. Subcontracting - None of the services covered by this Contract shall be subcontracted without the prior written consent of the City. The Agency remains liable for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

13. Assignability - The Agency shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City.

14. Interest of members of Local Public Agency - No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

15. Interest of Other Local Public Officials - No member of the City Council of the locality in which the Project area is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

16. Interest of Certain Federal Officials - No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract, or to any benefit to arise herefrom.

17. Interest of Agency - The Agency covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the Community Development Program area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Agency further covenants that in the performance of the Contract, no person having any such interest shall be employed.

18. Findings Confidential - All of the reports, information, data, etc., prepared or assembled by the Agency under this Contract are confidential and are the property of the City. Further, the Agency agrees that they shall not be made available to any individual organization without the prior approval of the City.

R. Stewart

Dept. of Community Development & Planning

Ethel O. Watson

Robert E. Armstrong

Mayor

City Attorney

The Fort Wayne Urban League, Inc.

4357

Admn. Appr._____

DIGEST SHEET

J-79-01-06

TITLE OF ORDINANCE Ordinance approving a contract with CD&P and Urban League.

DEPARTMENT REQUESTING ORDINANCE C.D. & P.

SYNOPSIS OF ORDINANCE This Ordinance we are requesting should show the Council's support of the attached contract between Community Development and Planning and the Fort Wayne Urban League.

EFFECT OF PASSAGE Allow us to administer the Cooperative Parenting Project, a special, federally funded Innovative Grant project.

EFFECT OF NON-PASSAGE Probable failure of this innovative new program.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) A $15,108 grant from HUD. No cost to the Fort Wayne civil city budget.

ASSIGNED TO COMMITTEE (PRESIDENT)_____